MATATIELE
LOCAL MUNICIPALITY

102 Main Street,
Matatiele
P.O. Box 35,
Matatiele, 4730
Tel: 039 737 3135
Fax: 039 737 3611

REQUEST FOR QUOTATIONS

NOTICE NO:2026/2027-26

PROJECT NAME: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL SERVICES.

NAME OF THE COMPANY:_____

CONTACT PERSON: _____

CENTRAL SUPPLIER DATA BASE NO (CSD): _____

BID AMOUNT: R_____ (AMOUNT TO BE INCLUSIVE OF VAT)

BID AMOUNT IN WORDS_____

_____

Issued by:

BUDGET AND TREASURY OFFICE
SUPPLY CHAIN MANAGEMENT UNIT
MOUNTAIN VIEW OFFICES
MATATIELE
4730
Enquires:
Tel: 039 737 8100
Fax: 039737 3611

TABLE OF CONTENTS

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST
2. TENDER NOTICE & INVITATION TO TENDER
3. AUTHORITY TO SIGN A BID
4. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS
5. MBD 4 – DECLARATION OF INTEREST
6. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES (80/20)
7. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
9. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
10. SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE
11. SCHEDULE B – TENDERER'S PAST EXPERIENCE

PART B – SPECIFICATIONS AND PRICING SCHEDULE .....

12. PRICING SCHEDULE .....
13. MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS..... –
14. SPECIFICATIONS.....

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND

THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

MBD 1 Invitation to tender?	**Yes**		**No**	
Authority to Sign a Bid Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
Tax Clearance Certificate Is an **ORIGINAL** and **VALID** Tax Clearance Certificate attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.2 (Local Content Declaration) Is the form duly completed and signed?	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	**Yes**		**No**	
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form	**Yes**		**No**	
SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE				
SCHEDULE B – TENDERER'S PAST EXPERIENCE				
MBD 7.1 (Contract form – Goods)Is the form duly completed and signed?	Yes		No	

SIGNATURE		**NAME**	
CAPACITY		**DATE**	
NAME OF FIRM			

MATATIELE
LOCAL MUNICIPALITY

102 Main Street,
Matatiele
P.O. Box 35,
Matatiele, 4730
Tel: 039 737 3135
Fax: 039 737 3611

MATATIELE LOCAL MUNICIPALITY
REQUEST FOR QUOTATIONS

ADVERTISED ON:	**MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE.**		
TENDER DESCRIPTION		**NOTICE NO.**	
SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL SERVICES		**2026/2027-26**	
PUBLISHED DATE:	**09/11/2026**	**CLOSING DATE:**	**16/11/2026**
CLOSING TIME:	10h00: Tenders will be opened immediately thereafter, in public at Matatiele Local Municipality Mountain View BTO Offices R56		

AVAILABILITY OF TENDER DOCUMENTS

Bid Documents will be available on Municipal Website as from 11/11/2026

TENDER SUBMISSION RULES:

- Tenders must be completed in accordance with the tender conditions and tender rules contained in the tender document.
- The tender document and compulsory attachments/supporting documents must be placed in a sealed envelope and externally endorsed with: Tender Number; Description and Closing Date of the Tender.
- Tender documents must only be submitted on the tender document issued by Matatiele Local Municipality
- Tender documents must be completed in black ink only and do not re-type the document when filling it

MANDATORY DOCUMENTS- FAILURE TO SUBMIT ANYONE OF THEM WILL INVALIDATE YOUR TENDER OFFER.

● Proof of Central Supplier Database (CSD) registration ● Complete all MBD 3.3, 4, 6.1,8 & 9 Forms and **6.2 local content of local production and stipulated minimum threshold for local content 100% for Textile, Clothing, Leather and Footwear sector** and its Annexures in full as attached in tender document ● Authority to sign Form • Prices quoted must be firm and must be inclusive of VAT (Applicable to VAT Vendors ● Joint Ventures Agreement signed by all parties involved ● Ethics Commitment.

EVALUATION CRITERIA

The Bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act is 80/20 in line with the Preferential Procurement Policy Framework Act (PPPFA) of November 2022.

80/20 Evaluation Criteria

Preferential Goals	**80/20**	**Documents required for verification**
Maximum Points	**20**	
Goal 1- Ownership (Historically Disadvantaged Individuals-HDI)	6	ID Copy of the owner/director and CSD
Goal 2- Youth Ownership 14-35 Years (MLM Enterprises)	6	CSD, ● Proof of municipal accounts or ●Proof of residence signed by ward councillor or ●Affidavit
Goal 3- Women Ownership	4	ID Copy of the owner/director and CSD
Goal 4-Disability Ownership	2	ID Copy of the owner/director and CSD
Goal 5-Rural Enterprises	2	CSD, ● Proof of municipal accounts or ●Proof of residence signed by ward councillor or ●Affidavit
Tender Price	80	
TOTAL	**100 POINTS**	

TENDER ENQUIRIES

All SCM enquiries relating to this bid must be directed to Ms M. Sabasaba, e-mail: MSabasaba@matatiele.gov.za during office hours (07h30 – 16h00) weekdays. All Technical enquiries relating to this bid must be directed to Mr Z Gqamane, e-mail: ZGqamane@matatiele.gov.za during office hours

TENDER DISCLAIMER

The Matatiele Local Municipality reserves the right not to appoint a contractor on highest points scored. Value for money, past experience and functionality will be the key determinants of appointment. *The Municipality will not make any award to a person or persons working for the state, or failing to possess relevant credentials as stipulated in the tender requirements.*

Bidders are warned not to accept any person who requests any amount for award for this bid, it is a scam and fraud, that person must be reported to the nearest police station.

_____

ADV. M. F. LEPHEANA
MUNICIPAL MANAGER

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	NOTICE :2026/2027-26	CLOSING DATE:	16 NOVEMBER 2026	CLOSING TIME:	10H00
DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL SERVICES				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

Matatiele Local Municipality

New BTO Offices

Matatiele

4730

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED				**TOTAL BID PRICE**	**R**		
SIGNATURE OF BIDDER	……			**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED							

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BTO	CONTACT PERSON	Mr Z.Gqamane
CONTACT PERSON	Ms M Sabasaba	TELEPHONE NUMBER	0397378172
TELEPHONE NUMBER	0397378263	FACSIMILE NUMBER	0397373611
FACSIMILE NUMBER	0397373811	E-MAIL ADDRESS	ZGqamane@matatiele.gov.za
E-MAIL ADDRESS	MSabasaba@matatiele.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:……..

CAPACITY UNDER WHICH THIS BID IS SIGNED:……

DATE…….....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Matatiele Local Municipality

Department: Budget and Treasury Office
Contact Person: Manager: Supply Chain Management and Fleet: Ms. M. Sabasaba

Tel: 039 737 8263
Fax: 039 737 3611

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
Contact Person: Manager: Electricity:Mr Z.Gqamane

Tel: 039 737 8172

Fax: 039 737 3611

3. AUTHOURITY TO SIGN

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)					
1.		2.			
3.		4.			
5.		6.			
7.		8.			
9.		10.			
Is a CERTIFIED COPY of the resolution attached?		**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			

WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____

To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

MATATIELE
LOCAL MUNICIPALITY

Ethics Commitment for Suppliers of the Matatiele Local Municipality

In our dealings with the Matatiele Local Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.*
- We will, through all our dealings, contribute to building a positive ethical culture in the Matatiele Local Municipality.

This is our commitment to help build an ethical community.

Name of Company:_____

Name of authorised person:_____

Signature:_____

Date:_____

* If you wish to report unethical conduct you can contact or *If you are aware of any fraud/ corruption within the municipality. These may be reported anonymously, to

The Municipal Manager: MLepheana@matatiele.gov.za

4. MBD 2
TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at a ny Receiver's Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:…… Number: .....

Address: .....

.....

.....

DATE: 20_____ / _____ / _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positionin relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:……

3.2 Identity Number: ……

3.3 Position occupied in the Company (director, trustee, shareholder[2]):

……

3.4 Company Registration Number: ……

3.5 Tax Reference Number: ……..

3.6 VAT Registration Number: ……..

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars…..……

……..

[1] MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ……**YES / NO**

3.9.1 If yes, furnish particulars……..……..

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …….. …… **YES / NO**

3.10.1 If yes, furnish particulars ……..

……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.11.1 If yes, furnish particulars……

……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?.....**YES / NO**

3.12.1 If yes, furnish particulars……

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?.....**YES / NO**

3.13.1 If yes, furnish particulars……...

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.**YES / NO**

3.14.1 If yes, furnish particulars……..

……..

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

…… ……

Signature **Date**

…….. ……

Capacity **Name of Bidder**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Goal 1- Ownership (Historically Disadvantaged Individuals-HDI)		6		
Goal 2- Youth Ownership 14-35 Years (MLM Enterprises)		6		
Goal 3- Women Ownership		4		
Goal 4-Disability Ownership		2		
Goal 5-Rural Enterprises		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1- x / y] *100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid.**http://www.thedti.gov.za/industrial development/ip.jsp at no cost.**

1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? (*Tick applicable box*)

YES		NO	

5.1. If yes, provide the following particulars:

(a) Full name of auditor:……

(b) Practice number: ……..

(c) Telephone and cell number:…….

(d) Email address: ……..

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as …… …….. of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.				
(C2)	Tender description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tendering Entity name:				
(C6)	Tender Exchange Rate:	Pula		EU	GBP
(C7)	Specified local content %				

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Tender No.							
Tender description:							
Designated Products:							
Tender Authority:							
Tendering Entity name:							
Tender Exchange Rate:	Pula		EU	R 9,00	GBP	R 12,00	

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*

(D19) **Total exempt imported value** R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D30)*	*(D31)*
	`										

(D32) **Total imported value by tenderer** R 0

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
`											

(D45) **Total imported value by 3rd party** R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*	*(D51)*

(D52) **Total of foreign currency payments declared by tenderer and/or 3rd party**

Signature of tenderer from Annex B

(D53) **Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above** R 0

This total must correspond with Annex C - C 23

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	
(E2)	**Tender description:**	
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	*(E7)*	*(E8)*
		***(E9)* Total local products (Goods, Services and Works)**	R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0
		***(E13)* Total local content**	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…….. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..…..
accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM **NO.**	**DESCRIPTION**	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)**

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN addition TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……

Signature Date

…… ……

Position Name of Bidder

11. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Matatliele Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	**Position**	**Date**

COMMISSIONER OF OATHS

Signed and sworn to before me at _____,on

this _____day of _____ 20__

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: _____

Address:

Apply official stamp of authority on this page:

12. SCHEDULE A –
CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE

TENDERER NAME	NATIONAL TREASURY DATABASE REGISTRATION NUMBER

A tenderer who is not registered on the Central Supplier Database National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

TENDERER'S SIGNATURE: ……

13. SCHEDULE B –
TENDERER'S PAST EXPERIENCE

Tenderers must furnish hereunder, details of similar works/service which they have satisfactorily completed in the past. The information shall include a description of the works/service, the contract value and the name of the employer. All the consultants/experts involved, must have at least performed three different projects in municipal Supply Chain Management environment; (Attach CV's of consultants as evidence of personnel to be involved in the project)Attach the Company profile / projects where team members were involved in and contactable references must clearly be reflected on the proposal.

SIMILAR COMPLETED / CURRENT PROJECTS					
PROJECT NAME	**EMPLOYER**	**EMPLOYER TEL. NUMBER**	**AWARDED AMOUNT**	**CONTRACT START DATE**	**ANTICIPATED/ ACTUAL COMPLETION DATE**

…..... ……

DATE **SIGNATURE OF BIDDER**

PRICING SCHEDULE

MBD 3.3

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL SERVICES

Name of Bidder: ……	Notice Number:……
Closing Time: 10H00	Closing Date:……..

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. **PRICING SCHEDULE (bidders are permitted to submit separate schedule to fit their needs with below minimum standards)**

Item	Description	Quantity	Bid Unit Price (R) Excluding VAT	Bid Price (R) Excluding VAT
1	2 Piece SABS Approved Flame Retardant Conti Suit	58		
2	Barricade Jacket	27		
3	Polar Thermal Reflective Suit	27		
4	Balkan Insulated Jacket	9		
5	Long Sleeved Work Suits	56		
6	Golf T-Shirt	56		
7	Hats	34		
8	Special Boot (One Female)	2		
9	Boots for Males and Females	58		
10	Socks	58		
11	Hi-Viz Reflective Waistcoat	30		
12	General Purpose Gloves	40		
13	Beanny Hats	34		
14	Caps	34		
15	Pole Climbing Gear or Safety Belt	6		
	Sub Total			
	VAT 15%			
	Grand Total			

NOTE

1. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**

2. **Document MUST be completed in non-erasable black ink.**

3. **All prices above include disbursement**

4. **NO correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**

I / We _____ (Full name of Bidder) the undersigned in my capacity as of the firm

_____

hereby offer to Matatiele Local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Matatiele Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder.

SPECIFICATION

MATATIELE

LOCAL MUNICIPALITY

TERMS OF REFERENCE

FOR

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL SERVICES

1. PROJECT PURPOSE:

To ensure good Occupational Health and Safety practice in the workplace.

Please note: All items should be embroided in full colour and be branded as indicated below

UNIT NAME: Embroided (ELECTRICAL SERVICES) at the back

Unit name in capital letters

MUNICIPAL LOGO: Embroided on the left breast with initials and the Surname of the employee below the logo

SPECIFICATIONS

2PIECE SABS APPROVED FLAME-RETARDANT CONTI OVERALLS

Mans: 2 PIECE SABS APPROVED FLAME-RETARDANT CONTI SUIT

QUANTITY	SIZE	COLOUR
4	32/28	Navy
6	30/34	Navy
12	32/36	Navy
8	34/38	Navy
8	36/40	Navy
12	38/42	Navy
6	40/44	Navy
2	42/46	Navy
6	44/48	Navy

- A.P.T Fabric - 88% Cotton 12% Nylon, 305gsm
- Flame retardant thread throughout
- YKK concealed brass zip on jacket & pants
- Flame retardant hook & loop closures
- Full triple needle topstitched garment
- Flame retardant knitted rib cuffing
- Three jacket pockets with mitred flap & flame retardant
- hook & loop closure & side swing pockets on pants
- cal/cm2 Rating embroidery on jacket & pants
- 50mm Flame retardant reflective tape on arms & legs

Barricade Jacket

QUANTITY	SIZE	COLOUR
6	S	Navy
10	M	Navy
6	L	Navy
1	XL	Navy
2	XXL	Navy
2	XXXL	Navy

- provides amazing safety.
- highly recommended for those who work manually every day.
- The jacket has removable sleeves, chest and sleeve pockets.
- Inner zip and bar tacking finish.
- Made of 100%coated polyester.
- It is water resistant as well.
- The jacket comes in Navy.

Polar thermal reflective suit

QUANTITY	SIZE	COLOUR
6	S	Navy
10	M	Navy
6	L	Navy
1	XL	Navy
2	XXL	Navy
2	XXXL	Navy

- Piece thermal suit with 50mm silver reflective tape on arms, waist & legs
- Thermal protective & water-resistant
- Outer: 100% Polyester 300D Oxford with PVC
- Inner: Polyester Taffeta with Cotton
- Jacket includes a detachable hood with drawstrings & a heavy-duty non-metal zip with storm flap & press stud closure
- Sleeves have an internal storm cuff
- Four utility jacket pockets with Passantes on shoulders with snap closure
- Pants have an elasticated waist with two side entry pockets
- Ankles have zip closure with apron seal

- Fully taped seams Reinforced seams for extra strength

Balkan Insulated Jacket

Please note: These items should be embroided in full colour and be branded as indicated below

UNIT NAME: Embroided (ELECTRICAL SERVICES) at the right breast with (I, P & D) just below (ELECTRICAL SERVICES)
Unit name in capital letters.

MUNICIPAL LOGO: Embroided on the left breast with initials and the Surname of the employee below the logo

QUANTITY	Gender	SIZE	COLOUR
2	Female + Male	M	Navy
4	Female + 3*Male	L	Navy
1	Female	XXL	Navy
2	Male	XXXL	Navy

- Material: 100% Polyester Oxford &
- 100% Polyester Taffeta

LONG SLEEVED WORK SHIRTS

QUANTITY	SIZE	COLOUR
14	Small	Navy and orange
22	Medium	Navy and orange
8	Large	Navy and orange
6	X-large	Navy and orange
4	X-X large	Navy and orange
2	XXX large	Navy and Orange

The work shirts should have the following features:

- 135gm2, 100% cotton vents under arms and along back yoke to moderate body temperature in hot environments
- 50mm reflective tape for increased night visibility
- Button down front
- 2 front pockets with Velcro closure
- Extra length curved hem
- Bar tacks on stress points.

GOLF T-SHIRT

QUANTITY	SIZE	COLOUR
14	Small	Navy

22	Medium	Navy
8	Large	Navy
6	Extra Large	Navy
4	X-X Large	Navy
2	X-X-X Large	Navy

Fabric: Polycotton (65/35) -175g

Features

- Classic Fit
- Knitted collar using high quality yarns to maintain shape
- Produced from the best yarns for durability
- Double stitched hem and sleeves
- Pockets

HATS (Embroided in full Municipal logo in front)

QUANTITY	**SIZE**	**COLOUR**
30	One size fits all	Navy
4	One size fits all	Beige

This should be:

- Cotton Twill
- Unstructured Hat
- Brass Eyelets and Studs
- Fold up and clip sides
- Chord with Slide Toggle
- Branding Area: 140mm × 60mm

Municipal logo and name at the front.

SPECIAL BOOT For ONE Female

QUANTITY	**SIZE**	**COLOUR (As Shown**
2	7	**Black**

- Full Grain Leather
- Laddies wide fitting steel toe cap
- Custom fit semi-grid OTS orthosis
- Comprehension stocking thigh length open toe
- Boot protector diabetic black 8.5 medium

BOOT For Males and Females

QUANTITY	SIZE	COLOUR
8	**4**	Dark Brown
12	**5**	Dark Brown
6	**6**	Dark Brown
12	**7**	Dark Brown
16	**8**	Dark Brown
2	**9**	Dark Brown
2	**10**	Dark Brown

- Steel Toe Cap
- ISO 20345 approved steel toe cap
- Manufactured with a double layer of leather (2.2mm full grain leather, lined with 1.6mm calf leather)
- Ankle padding for excellent support, comfort and protection
- A steel shank between the insole board and sole offers extra support and stability
- Insole board is secured to the upper with a double stitched 2.2mm braided nylon cord
- Accommodates a wider foot with a roomy toe box
- Sole is made from a genuine rubber

SOCKS

QUANTITY	SIZE	COLOUR
60	**One size fits all**	**Navy**

This should be:

- Engineered with Anti-static Fibre in the form of silver coated stripes, knitted into the socks.
- The Anti-static Fibre conducts electricity away from the body through the sock and into the shoe.
- The anti-static effect is permanent and does not diminish over time (benefits determined against test ASTM E 2149-01 mod).

Pole climbing gear or Safety belt

QUANTITY	SIZE	COLOUR
6	One size fits all	blue

REFLECTIVE WAISTCOAT

QUANTITY	SIZE	COLOUR
30	One size fits all	Flu Orange

Should have the following:

- Lime/Orange reflective Jacket.
- 100% Polyester tricot.
- Detachable sleeve.

Municipal name and unit at the Back and municipal logo in the front left breast.

GENERAL PURPOSE GLOVES

QUANTITY	SIZE	COLOUR
40	One size fits all	Black

- Genuine Leather Working gloves.
- made of premium quality split leather and cotton dock.
- The Wing thumb construction provides increased flexibility and durability for extended wear.
- Designed to be comfortable.

BEANY HATS (Embroided in full Municipal logo in front)

QUANTITY	SIZE	COLOUR
30	**One size fits all**	**Navy**
4	**One size fits all**	**Beige**

Description

- Fleece Beanie Hats
- Made of 100% acrylic.
- Crown measures 8 inches deep, 10 inches wide.
- Double thick ear-band panel.
- Thick, soft and warm material.
- Hand wash only.

CAPS (Embroided in full Municipal logo in front)

QUANTITY	SIZE	COLOUR
30	**One size fits all**	**Navy**
4	**One size fits all**	**Beige**

This should be:

- Cotton Twill
- Unstructured Hat
- Brass Eyelets and Studs
- Fold up and clip sides

- Chord with Slide Toggle
- Branding Area: 140mm × 60mm

Municipal logo and name at the front.

EVALUATION CRITERIA

The Bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act is 80/20 and Functionality in line with the Preferential Procurement Policy Framework Act (PPPFA) of November 2022.

Bids will be awarded points on the following basis:

1. Tender Price	**80 points**
2. HDI – Equity ownership	**6 points**
3. Youth-Enterprises 14-35 years (MLM)	**6 points**
3. Women – Equity ownership	**4 points**
4. Disability – Equity ownership	**2 points**
5. Rural Enterprises (MLM will be verified by CSD)	**2 points**
TOTAL	**100 points**

INSTRUCTIONS TO BIDERS

PUBLICATION REFERENCE

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

Bidders are required to submit the following document:

- Proof of Company Registration with CSD

Invalid or non-submission of the documents listed above will lead to the disqualification and where the bidder is registered on the Municipal Database System reference can be made to such document and it is the bidders responsibility to ensure that the document does exist and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

1. Services to be provided

The services required by the Contracting Authority are described in these Terms of Reference.

2. Participating and sub-contracting

2.1 Participation in this bid is open to everyone.

2.2 Bids should be submitted by the same service provider or consortium, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;**

2.3 Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

2.4 Sub-contracting will be allowed, only in so far as it was stated in the initial bid.

2.5 Duplication of bid document is prohibited.

3. Contents of Bids

3.1 Each bid must comprise of a Technical offer and a financial offer

4. Presentations / Adjudication

4.1 The Evaluation Committee may call for presentation by the short-listed bidders, after having established its written provisional conclusions but before concluding the technical evaluation.

4.2 The date and time of any such presentation will be confirmed or notified to the short-listed bidders at least seven days in advance. If a bidder is prevented from attending presentation by force majeure, a mutually

convenient alternative appointment may be arranged with the bidder. If the bidder is unable to attend this second appointment, its bids will be eliminated from the evaluation process.

5. Variant solutions

5.1 Any variant solutions will not be taken into consideration.

6. **Period during which Bid are binding**

6.1 Bidders are bound by their bids for 90 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 60.

6.2 The successful bidder must maintain its bid for a further 60 days from the date of notification that its bid has been selected for the contract.

7. Additional information before the deadline for submission of bidders

7.1 The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

7.2 Bidders may submit questions in writing to the following address up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid title:**

Attention: Ms . M. Sabasaba
Matatiele Local Municipality
102 Main Street
P.O. Box 35
MATATIELE
4730

7.3 Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority during the bid period may be excluded from the bid procedure.

7.4 Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 3 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

7.5 Visit by individual prospective bidder during the bid period are not permitted other than the site visits for good reasons.

8. Submission of Bids

8.1 Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

8.2 Any infringement of these rules (e.g. unsealed envelops) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

a) The address for submission of bid indicated above;
b) The words "Not to be opened before the bid opening sessions";
c) The pages of the Technical and Financial offers must be numbered.

9. Alterations or Withdrawal of Bids

9.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

9.2 Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause 8. The envelope must be marked "Alteration" or "Withdrawal" as appropriate.

10. Costs for preparing Bids

10.1 No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. In particular, if proposed key members were interviewed, all costs shall be borne by the bidder.

11. Ownership of Bids

11.1 The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

12. Confidentiality

12.1 The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

12.2 The evaluation reports and written records, in particular, are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

13. Ethics clauses / Corruptive practices

13.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

13.2 The bidder must not be affected by any potential conflict of interest

13.3 The Matatiele Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to

any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

13.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

13.5 Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

14. Documentary evidence required from the successful bidder

14.1 The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

14.2 This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

14.3 If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

15. Signature of contract(s)

15.1 Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

15.2 Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

15.3 The other candidates will be informed that their bids were not accepted, by means of a standard letter.

16. Cancellation of the Bids procedure

16.1 In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

17. Cancellation may occur when:

17.1 The bid procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile bid has been received or there is no response at all.

17.2 The economic or technical data of the project have been fundamentally altered;

17.3 Exceptional circumstances or *force majeure* render normal performance of the contract impossible;

17.4 All technically compliant bids exceed the financial resources available;

17.5 There have been irregularities in the procedure, in particular where these have prevented fair competition.

17.6 In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

17.7 The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

18. Cession

18.1. No **cession agreement** will be entered to between the municipality and any Service Provider.